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U.S. BANKRUPTCY COURT
DISTRICT OF NEVADA

Attorneys for Estate of Robert E. Brooks

UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF NEVADA

Name of Debtor)	Case No.	06-10725-LBR
)		
USA COMMERCIAL MORTGAGE COMPANY)		
)		
Debtor.)		

ASSIGNMENT OF CLAIM

THE ESTATE OF ROBERT E. BROOKS, through Lisa Mae Lindquist, Candith Ann Brooks and Becky Rae Nelson, its Co-Personal Representatives, having a mailing address at 138 East Hunter Road, Sand Coulee, MT 59472, County of Cascade, State of Montana ("Assignor"), in consideration of the payment of the Purchase Price (defined below), does hereby sell, convey, transfer and assign to the **LISA MAE LINDQUIST** of 138 East Hunter Road, Sand Coulee, Montana 59472, **CANDITH ANN BROOKS** of 2581 78th Street North, Glenburn, North Dakota 58740 and **BECKY RAE NELSON** of 638 Goon Hill Road, Great Falls, Montana 59405 ("Assignees") all of Assignor's right, title and interest in and to the claim or claims of Assignor (the "Claim") against **USA COMMERCIAL MORTGAGE COMPANY** ("Debtor") the debtor in the Chapter 11 case

Styler USA Commercial Mortgage Company, Case No 06-10725-LBR, United States Bankruptcy Court for the District of Nevada (the "Proceedings"). The current outstanding amount of the Claim is \$148,104.63 (the "Current Balance"), subject to any pending objection to the amount of the Proof of Claim by which could potentially reduce said claim if such objection is granted by the Bankruptcy Court. This sale, conveyance, transfer and assignment includes all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim identified below and Assignor's rights to receive any principal, interest, penalties and fees which may be paid with respect to the Claim and all cash, securities, instruments and other property which may be paid or issued by the Debtor in satisfaction of the Claim. This Assignment shall be deemed an absolute and unconditional assignment of the Claim for purposes of collection and shall not be deemed to create a security interest.

The "Purchase Price" shall mean a transfer pursuant to the Last Will and Testament of Robert E. Brooks.

The "Plan" shall mean any plan of reorganization or of liquidation that may be filed in the Proceedings.

Assignor represents and warrants that a Proof of Claim in the aggregate amount of \$148,104.63 was duly and timely filed in the Proceedings and a true copy of such Proof of Claim is attached to this Assignment. Assignor further represents that the Claim is valid subject to any pending objection to the Claim. Assignor further represents and warrants that (i) no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, (ii) Assignor has not previously assigned, sold or pledged the Claim to any third party, in

whole or in part, (iii) Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and (iv) there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby irrevocably appoints Assignees as its true and lawful attorney and authorizes Assignees to act in Assignor's stead to demand, sue for, compromise and recover all amounts as now are, or may hereafter become, due and payable for or on account of the Claim assigned herein. Assignor grants unto Assignees full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignees may exercise or decline to exercise such powers at Assignees' sole option. Assignees shall have no obligation to take any action or to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and the payments or distributions on account of the Claim to Assignees including, without limitation, the execution of appropriate transfer powers, court resolutions and consents.

Assignor agrees to forward to Assignees all notices received from the Debtor, the Bankruptcy Court or any third party with respect to the Claim assigned herein and to take such other action with respect to the Claim in the Proceedings as Assignees may from time to time reasonably request. Assignor further agrees that any distribution received by Assignor on account of the Claim after execution of this Assignment, whether in the form of cash, securities, instruments or any other property, shall

constitute property of Assignees to which Assignees have an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly deliver to Assignees any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignees.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of Assignor, Assignees and their respective successors and assigns.


Assignor hereby acknowledges that Assignees may at any time reassign the Claim, together with all right, title and interest of Assignees in and to this Assignment of Claim. All representations and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such reassignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

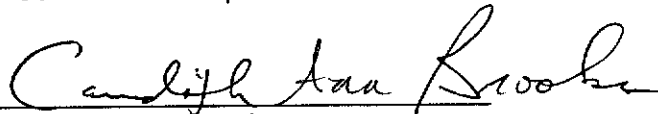
This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of Nevada. Any action arising under or relating to this Assignment of Claim shall be brought in any state or federal court located in the State of Nevada, and Assignor consents to and confers personal jurisdiction and venue over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

In witness whereof, the undersigned Assignor hereunto sets their hands effective
the 25th day of February, 2011.

ESTATE OF ROBERT E. BROOKS

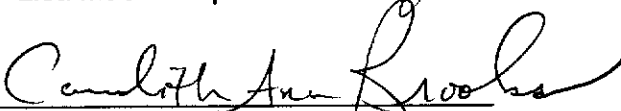
By: 
Lisa Mae Lindquist
Co-Personal Representative

By: 
Candith Ann Brooks
Co-Personal Representative

By: 
Becky Rae Nelson
Co-Personal Representative

ASSIGNOR

By: 
Lisa Mae Lindquist

By: 
Candith Ann Brooks

By: 
Becky Rae Nelson

ASSIGNEES

STATE OF MONTANA)

: ss.

County of Cascade)

On this 28th day of February, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **LISA MAE LINDQUIST**, Co-Personal Representative of **ESTATE OF ROBERT E. BROOKS**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Diane M. Wilkins
Notary Public for the State of Montana

Printed Name Diane M. Wilkins

Residing at Great Falls, Montana

My Commission expires: 9/7/2012

(NOTARIAL SEAL)

STATE OF NORTH DAKOTA)

: ss.

County of Ward in
North Dakota)

On this 25th day of February, 2011, before me, the undersigned, a Notary Public for the State of North Dakota, personally appeared **CANDITH ANN BROOKS**, Co-Personal Representative of **ESTATE OF ROBERT E. BROOKS**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

R. James Maxson
Notary Public for the State of North Dakota

Printed Name R. JAMES MAXSON

Residing at 6 9th St. SE, Minot, ND 58701

My Commission expires: 4-26-2012

R JAMES MAXSON
(NOTARIAL SEAL)

State of North Dakota

My Commission Expires April 26, 2012

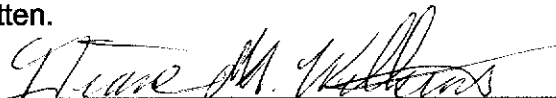
STATE OF MONTANA)

: ss.

County of Cascade)

On this 28th day of February, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **BECKY RAE NELSON**, Co-Personal Representative of **ESTATE OF ROBERT E. BROOKS**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for the State of Montana
Printed Name Diane M. Wilkins
Residing at Great Falls, Montana
My Commission expires: 9/7/2012

(NOTARIAL SEAL)

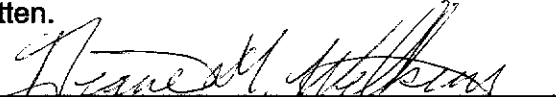
STATE OF MONTANA)

: ss.

County of Cascade)

On this 28th day of February, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **LISA MAE LINDQUIST**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for the State of Montana
Printed Name Diane M. Wilkins
Residing at Great Falls, Montana
My Commission expires: 9/7/2012

(NOTARIAL SEAL)

CERTIFICATE OF SERVICE

Under penalty of perjury, I, the undersigned, do hereby certify that a copy of the within and foregoing **ASSIGNMENT OF CLAIM** was mailed at Great Falls, Montana, or served via CM/ECF on the 8th day of April, 2011, and directed to the following:

Annette W. Jarvis
P. O. Box 45385
Salt Lake, City, UT 84145

/s/ Steven M. Johnson
Steven M. Johnson